



Brewley, and other persons known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate, and agree with each other and with other persons known and unknown to the Grand Jury to commit the following offenses against the United States:

A. Being an agent of a state and local government, and an agency thereof, that receives, in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, to corruptly solicit and demand for the benefit of any person, and accept and agree to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government and agency involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B).

B. To corruptly give, offer, and agree to give anything of value to any person, with intent to influence and reward an agent of a state and local government, and any agency thereof, that receives, in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, in connection with any business, transaction, and series of transactions of such government and agency involving anything of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(2).

C. To devise and intend to devise a scheme and artifice to defraud and to deprive the Virgin Islands Department of Planning and Natural Resources ("DPNR"), the Virgin Islands Department of Property and Procurement ("DP&P"), and the Virgin Islands Fire Service ("Fire Service") of the intangible right to their employees,

agents, and officials' honest services and their right to have the award of government contracts administered honestly and fairly, without corruption and deceit, and free from self-dealing, and to use the United States mails and a private and commercial interstate carrier in furtherance of the scheme and artifice, in violation of Title 18, United States Code, Sections 1341 and 1346.

## **BACKGROUND**

### **Government Entities and Key Personnel**

#### **Virgin Islands Department of Planning and Natural Resources**

2. DPNR was a department and agency of the Government of the U.S. Virgin Islands ("USVI Government").

A. From in or about February 1999, and continuing through all times relevant to this Indictment, defendant DEAN C. PLASKETT served as the DPNR Commissioner. As the agency's highest ranking official, defendant PLASKETT was authorized to approve the award of contracts and contract payments administered by DPNR.

B. DPNR was the agency responsible for, among other things, the administration and enforcement of all laws pertaining to the preservation and conservation of coastal zones and the regulation of air pollution, and compliance with development and building permits and code enforcement.

C. DPNR had a number of primary operating divisions, each with its own administrative and regulatory mandates, including: the Division of Building Permits; the Division of Coastal Zone Management; the Division of Environmental Protection; and the Virgin Islands Energy Office ("Energy Office").

D. From in or about July 1999, and continuing through all times relevant to this Indictment, co-conspirator Brent E. Blyden served as the Director of Permits within the DPNR Division of Building Permits.

E. From in or about May 1999, and continuing through on or about July 15, 2004, co-conspirator Hollis L. Griffin served as the Director of the DPNR Division of Environmental Protection.

F. In fiscal years 1999, 2000, 2001, 2002, and 2003, DPNR received more than \$10,000 per year in funds from the United States Government in the form of grants, contracts, subsidies, loans, guarantees, insurance, and other forms of federal assistance including, but not limited to, grants and funding from the U.S. Environmental Protection Agency ("EPA").

**Virgin Islands Department of Property and Procurement**

3. DP&P was a department and agency of the USVI Government.

A. From in or about September 1999, and continuing through all times relevant to this Indictment, defendant MARC A. BIGGS served as the DP&P Commissioner. As the agency's highest ranking official, defendant BIGGS was authorized to approve the award of contracts and contract payments on behalf of DP&P.

B. As the USVI Government's General Services Agency, DP&P exercised general control over, among other things, the enforcement of laws relating to the procurement and supply of all property and non-personnel services including, but not limited to, reviewing construction and professional service contracts administered by departments and agencies and funded with federal and local monies.

### **Virgin Islands Fire Service**

4. The Fire Service was a department and agency of the USVI Government.

A. From in or about May 1983, and continuing through on or about March 31, 2005, co-conspirator Earl E. Brewley was employed by the Fire Service as a fireman.

At all relevant times, Brewley was also self-employed as a taxi driver in St. Thomas.

B. In fiscal years 2000, 2001, and 2002, the Fire Service received more than \$10,000 per year in funds from the United States Government in the form of grants, contracts, subsidies, loans, guarantees, insurance, and other forms of federal assistance.

### **Government Employees' Duty of Honest Services**

5. As employees, agents, and officials of the USVI Government, defendants DEAN C. PLASKETT and MARC A. BIGGS, co-conspirators Hollis L. Griffin, Brent E. Blyden, and Earl E. Brewley, and others known and unknown to the Grand Jury, owed DPNR, DP&P, and the Fire Service a duty of honest services and an obligation to award and administer government contracts honestly and fairly, without corruption, deceit, self-enrichment, self-dealing, conflict of interest, and concealment.

6. U.S. Virgin Islands law prohibited government employees and officials from being "financially interested in any contract made or negotiated by him in his official capacity, or by any public agency of which he is a member."

### **Private Entities and Key Personnel**

#### **Elite Technical Services**

7. In or about early 2000, co-conspirators Hollis L. Griffin and Earl E. Brewley, and other persons known and unknown to the Grand Jury, formed and caused to be formed a business partnership and association under the name "Elite Technical Services" ("Elite I").

8. On or about May 16, 2000, co-conspirators Earl E. Brewley and Hollis L. Griffin, and other persons known and unknown to the Grand Jury, registered and caused to be registered Elite I with the USVI Lieutenant Governor under the trade name "Elite Technical Services." The documented nature of Elite I was "Computer Consulting and Systems Consulting."

9. On or about February 26, 2001, co-conspirators Earl E. Brewley, Esmond J. Modeste, and Hollis L. Griffin, and other persons known and unknown to the Grand Jury, converted and caused to be converted Elite I into a corporation by the name of "Elite Technical Services, Inc." ("Elite II") under the laws of the U.S. Virgin Islands. The documented general purpose of Elite II was "to provide professional consulting services to the general public and businesses."

10. Elite II consisted of the following key personnel:

A. A person known to the Grand Jury and identified herein as "Elite II President" was the documented President of Elite II and a member of the company's Board of Directors. Elite II President was the girlfriend of co-conspirator Hollis L. Griffin.

B. Co-conspirator Earl E. Brewley was the documented Vice President of Elite II and a member of the company's Board of Directors. Brewley was designated the authorized representative of Elite II in the U.S. Virgin Islands.

C. A person known to the Grand Jury and identified herein as "Elite II Secretary- Treasurer" was the documented Secretary and Treasurer of Elite II and member of the company's Board of Directors.

D. Co-conspirator Esmond J. Modeste was held out and represented himself as an Independent Contractor and Project Manager of Elite II.

11. From in or about 2001, and continuing through in or about 2003, Elite I and Elite II, respectively, applied for and received "Project Coordinator/Consultant" business licenses from the USVI Department of Licensing and Consumer Affairs.

**PEC, Inc.**

12. In or about June 1999, an engineering consulting firm known to the Grand Jury and identified herein as "PEC, Inc." was incorporated under the laws of the State of Georgia with its principal place of business located in Marietta, Georgia.

13. A person known to the Grand Jury and identified herein as "PEC President" was the documented Incorporator, Owner, Chief Executive Officer, President, Secretary, and "sole official authority" of PEC, Inc.

14. In or about March 2001, PEC, Inc. applied for and received a "Business & Management Consulting" license from the USVI Department of Licensing and Consumer Affairs. In seeking the business license, PEC, Inc. designated co-conspirator Earl E. Brewley as its authorized agent in the U.S. Virgin Islands for service of legal process.

**GBS, Ltd.**

15. In or about November 1994, an accounting firm known to the Grand Jury and identified herein as "GBS, Ltd." was incorporated under the laws of the State of Georgia with its principal place of business located in Decatur, Georgia.

16. Co-conspirator Esmond J. Modeste was the documented President and Chief Executive Officer of GBS, Ltd.

17. In or about late 2001, GBS, Ltd. applied for and received a "Consulting -- Business & Management" license from the USVI Department of Licensing and Consumer Affairs. In seeking the business license, GBS, Ltd. listed Elite II Secretary-Treasurer as a

character reference and designated co-conspirator Earl E. Brewley as the company's Assistant Secretary and authorized agent in the U.S. Virgin Islands for service of legal process.

**Corner Stone Business Consultants, Inc.**

18. At all times relevant to this Indictment, defendant LEROY L. MARCHENA owned and operated a consulting company in the U.S. Virgin Islands under the name "Corner Stone Business Consultants, Inc."

**MANNER AND MEANS OF THE CONSPIRACY**

19. It was a part of the conspiracy that

A. Co-conspirators Hollis L. Griffin, Esmond J. Modeste, and Earl E. Brewley, and other persons known and unknown to the Grand Jury, formed business entities to bid for and be awarded contracts by the USVI Government in order to enrich themselves and pay cash bribes and kickbacks to defendants DEAN C. PLASKETT and MARC A. BIGGS, co-conspirator Brent E. Blyden, and other persons known and unknown to the Grand Jury.

B. Griffin, Modeste, and Brewley, and other persons known and unknown to the Grand Jury, used and collaborated with other business entities to bid for and be awarded contracts by the USVI Government. The complicit business entities, in turn, would remit bribe and kickback payments to and for Griffin and defendants PLASKETT and BIGGS, and other persons known and unknown to the Grand Jury.

C. Defendants PLASKETT and BIGGS, along with Griffin and Blyden, and other persons known and unknown to the Grand Jury, authorized and awarded over \$1.4 million in federally funded, locally funded, and privately funded contracts, and

authorized and approved contract payments totaling in excess of \$1 million, in exchange for bribes and kickbacks in the form of cash payments from Griffin, Modeste, and Brewley, and other persons known and unknown to the Grand Jury.

D. Defendants PLASKETT and BIGGS, along with Griffin, Blyden, Modeste, and Brewley, and other persons known and unknown to the Grand Jury, used and caused to be used and delivered by the U.S. Postal Service and a private and commercial interstate carrier, checks and documents related to and in furtherance of the charged conspiracy.

E. In order to conceal and attempt to conceal their activities from co-workers, the local media, and federal and local investigators, defendants PLASKETT and BIGGS, along with Griffin, Blyden, Modeste, and Brewley, and other persons known and unknown to the Grand Jury, paid and received and caused to be paid and received the bribe and kickback payments in the form of cash monies.

#### **OVERT ACTS**

20. In furtherance of the conspiracy, and in order to effect the purposes and objects thereof, defendants DEAN C. PLASKETT and MARC A. BIGGS, along with co-conspirators Hollis L. Griffin, Brent E. Blyden, Esmond J. Modeste, and Earl E. Brewley, and other persons known and unknown to the Grand Jury, committed, or caused to be committed, at least one of the following overt acts in the District of the Virgin Islands and elsewhere:

#### **Overt Acts A(1) through A(4) [Formation of Elite Technical Services]**

A(1). In or about early 2000, Brewley and Griffin, and other persons known and unknown to the Grand Jury, formed and caused to be formed a business partnership and

association identified herein as Elite I.

A(2). On or about May 16, 2000, Brewley and Griffin, and other persons known and unknown to the Grand Jury, registered and caused to be registered with the USVI Lieutenant Governor a business partnership and association under the trade name "Elite Technical Services." The Certificate for Registration of Trade Name bore the forged signature of a USVI Government official falsely stating that the official was a partner or member of the business entity.

A(3). On or about February 26, 2001, Brewley, Modeste, and Griffin, and other persons known and unknown to the Grand Jury, incorporated and caused to be incorporated Elite I under the name "Elite Technical Services, Inc." and filed and caused to be filed Articles of Incorporation with the USVI Lieutenant Governor.

A(4). On or about July 1, 2002, Brewley, Modeste, and Griffin, and other persons known and unknown to the Grand Jury, filed and caused to be filed an application with the Virgin Islands Department of Licensing and Consumer Affairs seeking a business license for Elite II.

**Overt Acts B(1) through B(7)**  
***[Building Permit Review Contract]***

B(1). In or about March 2000, Elite I was awarded a no-bid contract by DPNR to perform a third-party review of documents and drawings in connection with the USVI Government's eventual approval and issuance of building permits requested by a local company known to the Grand Jury and identified herein as "Corporation H." Blyden and defendant PLASKETT authorized the award of the *Building Permit Review Contract* to Elite I.

B(2). On or about July 6, 2000, Modeste and Griffin sent and caused to be sent a letter to Blyden identifying the licensed engineers Elite I falsely claimed to have employed to work on the *Building Permit Review Contract*.

B(3). On or about the dates below, Modeste and Griffin submitted and caused to be submitted the following Elite I invoices to Blyden for approval and referral to Corporation H for payment in connection with the *Building Permit Review Contract*:

<u>Date</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>
05-05-00	1003	\$ 17,055.34
05-17-00	1087	\$ 16,800.00
07-31-00	1088	\$ 9,600.00
10-26-00	1100	\$ 82,300.00
02-09-01	1101	\$ 5,160.00
Total		<u>\$130,915.34</u>

B(4). On or about the dates below, Blyden and defendant PLASKETT caused to be remitted the following payments from Corporation H to Elite I in connection with the *Building Permit Review Contract*:

<u>Date</u>	<u>Check No.</u>	<u>Amount of Payment</u>
10-11-00	1200064164	\$ 43,455.34
12-08-00	1200066669	\$ 82,300.00
Total		<u>\$125,755.34</u>

B(5). Following Modeste and Brewley's receipt and negotiation of the payments detailed in the preceding paragraph from Corporation H, Modeste and Brewley provided cash payments in the approximate amount of \$80,000 to Griffin, who kept a portion of the money for himself and also made cash bribe and kickback payments to defendant PLASKETT and Blyden.

B(6). On or about August 4, 2000, Blyden approved a DPNR building permit requested by Corporation H under the *Building Permit Review Contract*.

B(7). Elite I did not review the documents and drawings as required under the *Building Permit Review Contract*.

**Overt Acts C(1) through C(5)**  
**[*Hazardous Material Training Seminars Contracts*]**

C(1). On or about the dates below, defendants PLASKETT and BIGGS, along with Griffin, on behalf of DPNR and DP&P, authorized the award of a series of federally funded contracts to Elite II to conduct hazardous material training seminars in St. Thomas and St. Croix in the aggregate amount of approximately \$87,980:

<u>Date of Award</u>	<u>Contract Amount</u>
04-04-01	\$16,200
04-10-01	\$33,000
04-10-01	\$12,000
08-03-01	\$18,020
08-03-01	\$ 8,760
Total	<u>\$87,980</u>

C(2). On or about the dates below, Modeste and Griffin submitted and caused to be submitted the following Elite II invoices to the DPNR Division of Environmental Protection for approval and payment in connection with the *Hazardous Material Training Seminars Contracts*:

<u>Date</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>
05-08-01	1070	\$61,200
08-10-01	1072	\$26,780
Total		<u>\$87,980</u>

C(3). On or about the dates below, the following payments approved and caused to be approved by Griffin and defendant PLASKETT were remitted to Elite II in connection with the *Hazardous Material Training Seminars Contracts*:

<u>Date</u>	<u>Check No.</u>	<u>Amount of Payment</u>
05-22-01	9031381	\$33,000
05-22-01	5368192	\$28,200
09-13-01	9041123	\$26,780
Total		<u>\$87,980</u>

C(4). Following Brewley's receipt and negotiation of the payments detailed in the preceding paragraph, Brewley provided cash payments in the approximate amount of \$45,000 to Griffin, who kept a portion of the money for himself and also made cash bribe and kickback payments to defendants PLASKETT and BIGGS.

C(5). Elite II did not fully perform the work required under the *Hazardous Material Training Seminars Contracts*.

**Overt Acts D(1) through D(8)**  
**[*Title V Air Permit Contract*]**

D(1). On or about May 2, 2001, PEC, Inc. was awarded a \$300,000 contract by DP&P on behalf of DPNR to review and process air pollution permit applications submitted by major industries located within the U.S. Virgin Islands. Defendants PLASKETT and BIGGS, along with Griffin, authorized the award of the *Title V Air Permit Contract*.

D(2). On or about May 31, 2001, PEC, Inc. executed a \$175,000 subcontract with GBS, Ltd. in order to facilitate bribe and kickback payments to and for Griffin and defendants PLASKETT and BIGGS under the *Title V Air Permit Contract*.

D(3). On or about the dates below, PEC President submitted the following invoices to Griffin for approval and payment in connection with the *Title V Air Permit Contract*:

<u>Date</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>
05-07-01	001	\$100,000
08-31-01	002	\$100,000
01-18-02	003	\$100,000
Total		<u>\$300,000</u>

D(4). On or about May 15, 2001, and September 12, 2001, defendants PI.ASKETT and BIGGS, along with Griffin, approved and caused to be approved the first two invoices submitted by PEC, Inc. and, thereafter, the following payments were remitted to PEC, Inc. in connection with the *Title V Air Permit Contract*:

<u>Date</u>	<u>Check No.</u>	<u>Amount of Payment</u>
06-05-01	5368589	\$100,000
09-20-01	5373402	\$100,000
03-12-02	5379496	\$100,000
Total		<u>\$300,000</u>

D(5). On or about the dates below, Modeste and Griffin submitted and caused to be submitted the following GBS, Ltd. invoices for payment by PEC, Inc. in connection with the *Title V Air Permit Contract*:

<u>Date</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>
06-18-01	1313	\$ 58,333.33
10-04-01	1344	\$ 58,333.33
Total		<u>\$116,666.66</u>

D(6). On or about the dates below, the following payments were remitted by PEC, Inc. to GBS, Ltd. in connection with the *Title V Air Permit Contract*:

<u>Date</u>	<u>Check No.</u>	<u>Amount of Payment</u>
06-18-01	3004	\$ 58,333.33
10-10-01	3010	\$ 58,333.33
Total		<u>\$116,666.66</u>

D(7). Following Modeste's receipt and negotiation of the payments detailed in the preceding paragraph from PEC, Inc., Modeste provided cash payments in the approximate amount of \$100,000 to Griffin, who kept a portion of the money for himself and also made cash bribe and kickback payments to defendants PLASKETT and BIGGS.

D(8). GBS, Ltd. did not perform any work for PEC, Inc. in connection with the *Title V Air Permit Contract*.

**Overt Acts E(1) through E(14)**  
**[*Coastal Zone Management Contract*]**

E(1). On or about August 6, 2001, DP&P on behalf of DPNR released a Request for Proposal-Negotiation Professional Services seeking bids from companies to perform work pertaining to the U.S. Virgin Islands coastal zone. Defendants PLASKETT and BIGGS authorized and caused the authorization of the request.

E(2). On or about September 6, 2001, Elite II submitted a proposal to defendant BIGGS seeking the award of the *Coastal Zone Management Contract*.

E(3). On or about December 18, and December 21, 2001, Modeste and Brewley, on behalf of Elite II, met with the joint DPNR/DP&P Evaluation Committee and negotiated a \$650,000 contract price for the *Coastal Zone Management Contract*.

E(4). On or about January 14, 2002, defendant BIGGS approved the recommendation of the joint DPNR/DP&P Evaluation Committee to select Elite II

and pay the company approximately \$650,000 in connection with the *Coastal Zone Management Contract*.

E(5). On or about October 31, 2002, the USVI Government awarded Elite II the federally funded \$650,000 *Coastal Zone Management Contract*. Defendants PLASKETT and BIGGS signed the contract on behalf of the USVI Government.

E(6). On or about January 10, 2003, Elite II executed a \$190,000 subcontract with an entity known to the Grand Jury and identified herein as "OMG, Inc." to assist in the performance of the work required under the *Coastal Zone Management Contract* and facilitate the payment of a bribe and kickback to a person known to the Grand Jury and identified herein as "Government Official D."

E(7). On or about February 17, 2003, Elite II executed a \$48,000 subcontract with an entity known to the Grand Jury and identified herein as "Company P.D." to assist in the performance of the work required under the *Coastal Zone Management Contract*.

E(8). On or about the dates below, Brewley and Griffin submitted and caused to be submitted the following Elite II invoices to the DPNR Division of Coastal Zone Management for approval and payment in connection with the *Coastal Zone Management Contract*:

<u>Date</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>
11-21-02	1007	\$162,250
07-11-03	1087	\$162,250
01-30-04	1258	\$154,000
Total		<u>\$478,500</u>

E(9). On or about the dates below, the following payments authorized by defendant PLASKETT and other persons known and unknown to the Grand Jury were remitted to Elite II in connection with the *Coastal Zone Management Contract*:

<u>Date</u>	<u>Check No.</u>	<u>Amount of Payment</u>
12-12-02	5391375	\$162,250
09-11-03	5401449	\$155,760
Total		<u>\$318,010</u>

Brewley and Modeste personally picked up and signed for each of these checks.

E(10). Following Modeste and Brewley's receipt and negotiation of the payments detailed in the preceding paragraph, Modeste and Brewley provided cash payments in the approximate amount of \$60,000 to Griffin, who kept a portion of the money for himself and also made cash bribe and kickback payments to defendants PLASKETT and BIGGS.

E(11). On or about the dates below, OMG, Inc. submitted the following invoices to Elite II for payment in connection with the *Coastal Zone Management Contract*:

<u>Date</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>
12-29-02	1276	\$41,462.50
07-10-03	1373	\$40,708.42
Total		<u>\$82,170.92</u>

E(12). On or about January 10, and October 7, 2003, Modeste and Brewley issued and caused to be issued two checks to OMG, Inc. totaling \$82,170.92 in connection with the *Coastal Zone Management Contract*.

E(13). In or about February 2003, and in or about October 2003, Modeste and Brewley remitted and caused to be remitted to Company P.D. approximately \$23,000 in connection with the *Coastal Zone Management Contract*.

E(14). Neither Elite II nor either of its subcontractors performed the work required under the *Coastal Zone Management Contract*.

**Overt Acts F(1) through F(6)**  
**[*Wildland Fire Safety Seminar/Workshop Contract*]**

F(1). On or about February 16, 2001, Modeste and Griffin submitted and caused to be submitted on behalf of GBS, Ltd. a \$55,000 proposal to the Fire Service to conduct an educational seminar in the area of wildland fire safety.

F(2). On or about February 6, 2002, DP&P on behalf of the Fire Service awarded GBS, Ltd. a \$55,000 *Wildland Fire Safety Seminar/Workshop Contract*. Defendant BIGGS executed the contract on behalf of the USVI Government.

F(3). On or about the dates below, Modeste and Griffin submitted and caused to be submitted the following GBS, Ltd. invoices to the Fire Service for approval and payment in connection with the *Wildland Fire Safety Seminar/Workshop Contract*:

<u>Date</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>
12-17-01	1336	\$26,780
01-11-02	1365	\$28,220
Total		<u>\$55,000</u>

F(4). On or about February 14, 2002, the USVI Government remitted a check to GBS, Ltd. in the approximate amount of \$55,000 in connection with the *Wildland Fire Safety Seminar/Workshop Contract*.

F(5). Following Modeste and Brewley's receipt of the \$55,000 payment, Modeste and Brewley provided cash payments in the approximate amount of \$25,000 to Griffin, who kept a portion of the money for himself and also made cash bribe and kickback payments to defendants PLASKETT and BIGGS and another person known

to the Grand Jury and identified herein as "Fireman B."

F(6). The seminars/workshops conducted by GBS, Ltd. in connection with the *Wildland Fire Safety Seminar/Workshop Contract* were performed by a former employee of the Fire Service at nominal cost.

**Overt Acts G(1) through G(8)**  
***[EPA Incinerator and Landfill Contract]***

G(1). On or about July 13, 2001, DP&P on behalf of DPNR issued a Request for Proposal-Negotiation Professional Services seeking bids from companies to develop a plan for a government Hospital/Medical/Infectious Waste Incinerator and a Municipal Solid Waste Landfill. Defendants BIGGS and PLASKETT authorized and caused the authorization of the request.

G(2). On or about December 11, 2001, despite the facts that PEC, Inc. submitted the only bid for the *EPA Incinerator and Landfill Contract* and an Evaluation Committee recommended that DP&P award the contract to PEC, Inc., defendant BIGGS disapproved the contract award.

G(3). On or about January 3, 2002, defendant BIGGS informed PEC, Inc. by letter that the company would not receive the *EPA Incinerator and Landfill Contract*. Defendant BIGGS acted, in agreement with defendant PLASKETT and Griffin, to retaliate against PEC President for PEC President's refusal to make additional bribe and kickback payments.

G(4). On or about May 10, 2002, the *EPA Incinerator and Landfill Contract* was awarded to a company known to the Grand Jury and identified herein as "CARED."

Defendants PLASKETT and BIGGS, along with Griffin, authorized the award of this federally funded contract, which was issued by DP&P on behalf of DPNR in the amount of \$110,000.

G(5). On or about the dates below, CARED submitted the following invoices to Griffin for approval and payment in connection with the *EPA Incinerator and Landfill Contract*:

<u>Date</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>
07-08-02	020807	\$ 99,000
09-19-03	032608	\$ 11,000
Total		<u>\$110,000</u>

G(6). On or about the dates below, with the approval of defendant PLASKETT and Griffin, the following payments were remitted to CARED in connection with the *EPA Incinerator and Landfill Contract*:

<u>Date</u>	<u>Check No.</u>	<u>Amount of Payment</u>
08-06-02	5385678	\$ 99,000
04-20-04	5409452	\$ 11,000
Total		<u>\$110,000</u>

G(7). Following CARED's receipt of the August 6, 2002 payment identified in the preceding paragraph, a person known to the Grand Jury and identified herein as "CARED Official A" remitted a bribe and kickback in the form of a cash payment in the approximate amount of \$30,000 to Griffin, who kept a portion of the money for himself and also made cash bribe and kickback payments to defendants PLASKETT and BIGGS.

G(8). CARED did not perform the work required under the *EPA Incinerator and Landfill Contract*.

**Overt Acts H(1) through H(7)**  
**[Energy Survey Contract]**

H(1). On or about August 7, 2002, DP&P on behalf of DPNR awarded Elite II a \$90,000 federally funded contract "to perform an economic analysis on impacts of commercial and residential building energy codes on new construction in the Virgin Islands to be used as an economic justification for an energy code adoption." Defendants PLASKETT and BIGGS authorized the award of the *Energy Survey Contract* to Elite II.

H(2). In or about late 2002 or early 2003, Elite II entered into a \$48,000 subcontract with an entity known to the Grand Jury and identified herein as "ATMC" to assist in the performance of the work required under the *Energy Survey Contract*.

H(3). On or about the dates below, Brewley and Griffin submitted and caused to be submitted the following Elite II invoices to the DPNR Energy Office for approval and payment in connection with the *Energy Survey Contract*:

<u>Date</u>	<u>Invoice No.</u>	<u>Invoice Amount</u>
08-29-02	n/a	\$36,000
03-11-03	3212	\$36,000
03-13-03	3213	\$18,000
Total		<u>\$90,000</u>

H(4). On or about the dates below, the following payments approved by defendant PLASKETT were remitted to Elite II in connection with the *Energy Survey Contract*:

<u>Date</u>	<u>Check No.</u>	<u>Amount of Payment</u>
10-09-02	09074002	\$36,000
04-03-03	09086964	\$36,000
05-13-03	09089337	\$17,492
Total		<u>\$89,492</u>

H(5). Following Modeste and Brewley's receipt and negotiation of the payments detailed in the preceding paragraph, Modeste and Brewley provided cash payments in the approximate amount of \$20,000 to Griffin, who kept a portion of the money for himself and also made cash bribe and kickback payments to defendants PLASKETT and BIGGS.

H(6). On or about the dates below, the following payments were remitted from Elite II to ATMC in connection with the *Energy Survey Contract*:

<u>Date</u>	<u>Check No.</u>	<u>Amount of Payment</u>
01-13-03	116	\$11,000
05-05-03	130	\$20,000
10-07-03	1907	\$15,015
Total		<u>\$46,015</u>

H(7). Neither Elite II nor ATMC performed the work required under the *Energy Survey Contract*.

**Overt Acts I(1) through I(6): Mailings**

On or about the dates below, defendants PLASKETT and BIGGS, along with Griffin, Blyden, Modeste, and Brewley, and other persons known and unknown to the Grand Jury, sent and caused to be sent and delivered by the U.S. Postal Service, and took and received therefrom, the following matters and things:

	<u>Date</u>	<u>Use of United States Mail (U.S. Postal Service)</u>
I(1).	10-11-00	October 11, 2000 check in the amount of \$43,455.34, remitted in connection with the <i>Building Permit Review Contract</i> , mailed from Corporation H to Elite I.
I(2).	12-08-00	December 8, 2000 check in the amount of \$82,300, remitted in connection with the <i>Building Permit Review Contract</i> , mailed from Corporation H to Elite I.
I(3).	05-18-01	May 17, 2001 Express Mail letter from a DPNR official to PEC President enclosing documents requested in connection with the <i>Title V Air Permit Contract</i> .
I(4).	07-24-01	July 24, 2001 letter mailed from PEC President to Griffin documenting review of permit application in connection with the <i>Title V Air Permit Contract</i> .
I(5).	11-08-01	November 6, 2001 letter mailed from PEC President to Griffin detailing PEC, Inc. findings in connection with the <i>Title V Air Permit Contract</i> .

On or about the dates below, defendants PLASKETT and BIGGS, along with Griffin, Modeste, and Brewley, and other persons known and unknown to the Grand Jury, sent and caused to be sent and delivered by private and commercial interstate carrier Federal Express®, and took and received therefrom, the following matters and things:

	<u>Date</u>	<u>Use of Federal Express®</u>
I(6).	11-01-01	Documents related to the <i>Wildland Fire Safety Seminar/Workshop Contract</i> sent from GBS, Ltd. to the Fire Service.

All in violation of Title 18, United States Code, Section 371.

**COUNT II**  
**(Federal Program Bribery, 18 U.S.C. § 666(a)(1)(B))**

21. The allegations contained in Paragraphs 2 through 19 and Paragraphs 20(A) and 20(H) of this Indictment are re-alleged as though fully set forth herein.

22. In or about mid-November 2002, in the District of the Virgin Islands, defendant

DEAN C. PLASKETT,

being an agent of a state and local government, and an agency thereof, that receives, in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, did corruptly solicit and demand for the benefit of any person, and accepted and agreed to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government and agency involving anything of value of \$5,000 or more, to wit: defendant PLASKETT, being the Commissioner of the USVI Department of Planning and Natural Resources, corruptly solicited, accepted, and agreed to accept a cash payment from Hollis L. Griffin, intending to be influenced and rewarded in connection with his official acts in connection with the *Energy Survey Contract*.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

**COUNT III**

**(Federal Program Bribery, 18 U.S.C. § 666(a)(1)(B))**

23. The allegations contained in Paragraphs 2 through 19 and Paragraphs 20(A) and 20(E) of this Indictment are re-alleged as though fully set forth herein.

24. In or about mid-January 2003, in the District of the Virgin Islands, defendant

DEAN C. PLASKETT,

being an agent of a state and local government, and an agency thereof, that receives, in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, did corruptly

solicit and demand for the benefit of any person, and accepted and agreed to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government and agency involving anything of value of \$5,000 or more, to wit: defendant PLASKETT, being the Commissioner of the USVI Department of Planning and Natural Resources, corruptly solicited, accepted, and agreed to accept a cash payment from Hollis L. Griffin, intending to be influenced and rewarded in connection with his official acts in connection with the *Coastal Zone Management Contract*.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

**COUNT IV**  
**(Federal Program Bribery, 18 U.S.C. § 666(a)(1)(B))**

25. The allegations contained in Paragraphs 2 through 19 and Paragraphs 20(A) and 20(E) of this Indictment are re-alleged as though fully set forth herein.

26. In or about October 2003, in the District of the Virgin Islands, defendant

DEAN C. PLASKETT,

being an agent of a state and local government, and an agency thereof, that receives, in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, did corruptly solicit and demand for the benefit of any person, and accepted and agreed to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government and agency involving anything of value of \$5,000 or more, to wit: defendant PLASKETT, being the Commissioner of the USVI Department of Planning and Natural Resources, corruptly solicited, accepted, and agreed to

accept a cash payment from Hollis L. Griffin, intending to be influenced and rewarded in connection with his official acts in connection with the *Coastal Zone Management Contract*.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

**COUNT V**  
**(Federal Program Bribery, 18 U.S.C. § 666(a)(1)(B))**

27. The allegations contained in Paragraphs 2 through 19 and Paragraphs 20(A) and 20(H) of this Indictment are re-alleged as though fully set forth herein.

28. In or about mid-November 2002, in the District of the Virgin Islands, defendant

MARC A. BIGGS,

being an agent of a state and local government, and an agency thereof, that receives, in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, did corruptly solicit and demand for the benefit of any person, and accepted and agreed to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government and agency involving anything of value of \$5,000 or more, to wit: defendant BIGGS, being the Commissioner of the USVI Department of Property and Procurement, corruptly solicited, accepted, and agreed to accept a cash payment from Hollis L. Griffin, intending to be influenced and rewarded in connection with his official acts in connection with the *Energy Survey Contract*.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

**COUNT VI**  
**(Federal Program Bribery, 18 U.S.C. § 666(a)(1)(B))**

29. The allegations contained in Paragraphs 2 through 19 and Paragraphs 20(A) and 20(E) of this Indictment are re-alleged as though fully set forth herein.

30. In or about mid-January 2003, in the District of the Virgin Islands, defendant

MARC A. BIGGS,

being an agent of a state and local government, and an agency thereof, that receives, in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, did corruptly solicit and demand for the benefit of any person, and accepted and agreed to accept, anything of value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government and agency involving anything of value of \$5,000 or more, to wit: defendant BIGGS, being the Commissioner of the USVI Department of Property and Procurement, corruptly solicited, accepted, and agreed to accept a cash payment from Hollis L. Griffin, intending to be influenced and rewarded in connection with his official acts in connection with the *Coastal Zone Management Contract*.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

**COUNT VII**

**(Federal Program Bribery, 18 U.S.C. § 666(a)(1)(B))**

31. The allegations contained in Paragraphs 2 through 19 and Paragraphs 20(A) and 20(E) of this Indictment are re-alleged as though fully set forth herein.

32. In or about October 2003, in the District of the Virgin Islands, defendant

MARC A. BIGGS,

being an agent of a state and local government, and an agency thereof, that receives, in any one year period, benefits in excess of \$10,000 under a federal program involving a grant, contract, subsidy, loan, guarantee, insurance, and other form of federal assistance, did corruptly solicit and demand for the benefit of any person, and accepted and agreed to accept, anything of

value from any person, intending to be influenced and rewarded in connection with any business, transaction, and series of transactions of such government and agency involving anything of value of \$5,000 or more, to wit: defendant BIGGS, being the Commissioner of the USVI Department of Property and Procurement, corruptly solicited, accepted, and agreed to accept a cash payment from Hollis L. Griffin, intending to be influenced and rewarded in connection with his official acts in connection with the *Coastal Zone Management Contract*.

All in violation of Title 18, United States Code, Section 666(a)(1)(B).

**COUNT VIII**  
**(Conspiracy, 18 U.S.C. § 371)**

33. Beginning in or about December 2004, and continuing through at least on or about June 7, 2005, in the District of the Virgin Islands and elsewhere, defendants

DEAN C. PLASKETT  
and  
LEROY L. MARCHENA,

co-conspirators Brent E. Blyden, Esmond J. Modeste, and Hollis L. Griffin, and other persons known and unknown to the Grand Jury, did knowingly and willfully combine, conspire, confederate, and agree with each other and with other persons known and unknown to the Grand Jury, to corruptly obstruct, influence, and impede, and attempt to obstruct, influence, and impede an official proceeding, in violation of Title 18, United States Code, Section 1512(c)(2).

**BACKGROUND**

34. The allegations contained in Paragraphs 2 through 20 of this Indictment are re-alleged as though fully set forth herein.

### **Federal and Local Departments and Agencies**

35. The Federal Bureau of Investigation (“FBI”), the U.S. Department of the Treasury Internal Revenue Service Criminal Investigation (“IRS-CI”), the U.S. Postal Inspection Service (“USPIS”), the EPA Office of Inspector General (“EPA-OIG”), and the U.S. Attorney’s Office for the District of the Virgin Islands (“USAO-VI”) were departments and agencies of the United States Government.

36. The Virgin Islands Office of Inspector General (“VI-OIG”) was a department and agency of the USVI Government. The VI-OIG was responsible for, among other things, auditing and investigating the operations of, and the programs and contracts awarded and administered by, the USVI Government and its departments and agencies to uncover fraud, waste, and abuse.

### **Official Proceedings**

37. In or about mid-January 2005, the FBI, the IRS-CI, the USPIS, and the USAO-VI, joined by the VI-OIG, began an official investigation, authorized by law, into the bribery and kickback scheme described in Paragraphs 2 through 20 of this Indictment. In or about June 2005, the EPA-OIG joined the joint federal and local probe.

38. In or about early March 2005, a duly constituted federal grand jury in the District of the Virgin Islands began investigating the bribery and kickback scheme described in Paragraphs 2 through 20 of this Indictment.

### **MANNER AND MEANS OF THE CONSPIRACY**

39. It was a part of the conspiracy that

A. Defendants DEAN C. PLASKETT and LEROY L. MARCHENA, along with co-conspirators Brent E. Blyden, Esmond J. Modeste, and Hollis L. Griffin, and

other persons known and unknown to the Grand Jury, formulated, agreed upon, and began executing and attempting to execute a plan wherein fictitious, fabricated, and backdated records and documents would be and were generated to cover up the bribery and kickback scheme and to thwart any federal and local investigation into the matter.

B. Defendants PLASKETT and MARCHENA attempted to fraudulently persuade other individuals known and unknown to the Grand Jury to fabricate, falsify, and backdate documents to make it seem as though the work had been performed on the *Building Permit Review Contract* when in fact none had been done.

C. Defendant PLASKETT and Blyden and other persons known and unknown to the Grand Jury knowingly and willfully made materially false, fictitious, and fraudulent statements and representations to, and withheld material information from, federal and local law enforcement officials.

D. Defendant PLASKETT knowingly and willfully made materially false, fictitious, and fraudulent statements and representations to, and withheld material information from, a federal grand jury.

#### **OVERT ACTS**

40. In furtherance of the conspiracy, and in order to effect the purposes and objects thereof, defendants DEAN C. PLASKETT and LEROY L. MARCHENA, along with co-conspirators Brent E. Blyden, Esmond J. Modeste, and Hollis L. Griffin, and other persons known and unknown to the Grand Jury, committed or caused to be committed at least one of the following overt acts in the District of the Virgin Islands and elsewhere:

A. In or about December 2004, in response to media inquiries, and in anticipation of federal and local investigations, defendants PLASKETT and MARCHENA met with Blyden and another person known to the Grand Jury to discuss plans and to implement a scheme designed to thwart and obstruct any investigation into their criminal conduct and cover up their roles in the bribery and kickback scheme.

B. During the December 2004 meeting, defendants PLASKETT and MARCHENA discussed with Blyden and another person known to the Grand Jury the need to have a licensed engineer or an engineering firm create fictitious, fabricated, and backdated documents to make it seem as though the work under the *Building Permit Review Contract* had been performed.

C. In or about December 2004, defendants PLASKETT and MARCHENA directed Blyden to travel to Atlanta, Georgia, to meet with Griffin and Modeste, and other persons known to the Grand Jury, in order to discuss and implement the cover up scheme. Defendant PLASKETT provided Blyden with cash to help pay for Blyden's trip to Atlanta.

D. On or about December 29-31, 2004, Blyden traveled to Atlanta, Georgia, to meet with Modeste and Griffin and another person known to the Grand Jury to discuss and implement the cover up scheme.

1. While in Atlanta, at defendant PLASKETT's direction, Blyden met with and directed Modeste to fabricate and submit to DPNR a fictitious document on Elite II letterhead providing a false explanation for Elite I's failure to employ the licensed engineers that Elite I previously and falsely identified as working on the *Building Permit Review Contract*. At the time Blyden made the

request, Blyden, along with defendant PLASKETT, Modeste, and other persons known and unknown to the Grand Jury, knew that no engineers from or on behalf of Elite I had performed the work required under the contract.

2. While in Atlanta, at defendants PLASKETT and MARCHENA's direction, Blyden attempted to corruptly convince an employee and representative of an engineering firm known to the Grand Jury and identified herein as "Company E" to falsely represent and fictitiously document that licensed engineers within Company E had reviewed the documents and drawings for Elite I in or about July 2000 as required under the *Building Permit Review Contract*.

E. On or about January 12, 2005, Blyden sent a facsimile transmission to defendant PLASKETT seeking to fictitiously document the propriety of the award of the *Building Permit Review Contract* to Elite I in or about March 2000. At the time Blyden drafted and sent the facsimile transmittal to defendant PLASKETT, both Blyden and defendant PLASKETT knew that the contract had been fraudulently awarded to, and not performed by, Elite I.

F. On or about January 12, 2005, defendant PLASKETT fabricated and sent a fictitious letter to Modeste and Earl E. Brewley demanding a response from Elite II to reports and claims that DPNR had been defrauded under the government contracts awarded to Elite and identified herein as: the *Building Permit Review Contract*; the *Hazardous Material Training Seminars Contracts*; the *Coastal Zone Management Contract*; and the *Energy Survey Contract*. The fictitious letter was purposely copied to defendant MARC A. BIGGS, the VI-OIG, and the USVI Attorney General's Office in an effort to distance the co-conspirators from the bribery and kickback scheme.

G. On or about January 12, 2005, Blyden sent a facsimile transmission to Modeste seeking a fabricated response to charges that Elite I stole the professional identity of a licensed engineer in order to secure the award of the *Building Permit Review Contract*.

H. In or about mid-January 2005, defendants PLASKETT and MARCHENA met with and attempted to corruptly persuade a representative and agent of Company E to create fictitious, fabricated, and backdated documents falsely representing that Company E had reviewed the documents and drawings for Elite I in or about July 2000 as required under the *Building Permit Review Contract*.

I. On or about January 21, 2005, at the direction of defendant PLASKETT, Blyden created a fictitious and fabricated report purporting to document an "internal investigation" into DPNR's award of the *Building Permit Review Contract* to Elite I and the company's claimed contract performance, when in fact defendant PLASKETT and Blyden both knew that no such investigation took place.

J. On or about February 4, 2005, Blyden made false and misleading statements to, and withheld material information from, officials within the FBI, IRS-CI, USPIS, USAO-VI, and the VI-OIG in an effort to obstruct, influence, hinder, and impede the joint federal and local investigation into the bribery and kickback scheme. Blyden's false statements and omissions included:

1. Blyden was not aware of the true relationship between Griffin and Elite I at the time Blyden recommended that Elite I be awarded the *Building Permit Review Contract*.

2. Blyden approved Corporation H's request for a building permit on or about August 4, 2000, based upon Modeste's verbal statement to Blyden that the submitted plans and drawings met applicable engineering and code standards.

3. The last time Blyden spoke to Griffin was prior to in or about December 2004, or, more specifically, prior to Blyden receiving media inquiries relating to the charged and related criminal conduct.

4. In the course of DPNR's internal investigation, Blyden had conversations with Modeste in an effort to find out which licensed engineers within or on behalf of Elite I actually performed the requisite review under the *Building Permit Review Contract*.

5. Blyden never received any money from Elite I or anyone associated with Elite I or Elite II either directly or indirectly.

K. On or about March 18, 2005, defendant PLASKETT testified falsely before a federal grand jury sitting in the District of the Virgin Islands in an effort to obstruct, influence, hinder, and impede the criminal investigation into the bribery and kickback scheme. Specifically, defendant PLASKETT testified that "I don't know that Mr. Blyden gained anything from Elite or got any money or was involved in any untoward activity," when defendant PLASKETT well knew that Blyden had received and accepted cash payments from Griffin which influenced and rewarded Blyden for his official acts relating to the award and administration of the *Building Permit Review Contract* and that Blyden had participated in the cover up scheme to obstruct the joint federal and local investigation into the bribery and kickback scheme.

L. On or about June 7, 2005, defendant PLASKETT made false and misleading statements to, and withheld material information from, officials within the VI-OIG in an effort to obstruct, influence, hinder, and impede the joint federal and local criminal investigation into the bribery and kickback scheme. Specifically, defendant PLASKETT falsely stated to investigators and agents from the VI-OIG that contract negotiations with PEC, Inc. regarding the *EPA Incinerator and Landfill Contract* were cancelled due to PEC President's inability to travel to St. Thomas in the aftermath of the September 11, 2001 attacks and that PEC, Inc.'s proposal was deemed "unresponsive," when defendant PLASKETT well knew that the contract negotiations were cancelled due to PEC President's refusal to agree to pay additional bribes and kickbacks to and for Griffin and defendants PLASKETT and MARC A. BIGGS.

All in violation of Title 18, United States Code, Section 371.

**COUNT IX**  
**(Obstruction of Justice, 18 U.S.C. §§ 1512(c)(2) and 2)**

41. The allegations contained in Paragraphs 2 through 20 and Paragraphs 35 through 40 of this Indictment are re-alleged as though fully set forth herein.

42. In or about late December 2004, in the District of the Virgin Islands and elsewhere, defendants

DEAN C. PLASKETT  
and  
LEROY L. MARCHENA,

aided and abetted by each other, corruptly obstructed, influenced, and impeded, and attempted to corruptly obstruct, influence, and impede an official proceeding, to wit: defendants PLASKETT and MARCHENA met with Brent E. Blyden, directed Blyden to travel to Atlanta, Georgia,

and instructed Blyden to meet with and corruptly persuade an employee and representative of Company E to falsely represent and fictitiously document that the work required under the *Building Permit Review Contract* had been completed, when defendants PLASKETT and MARCHENA and Blyden well knew that no such work had been done, in an effort to impede and obstruct an investigation into the bribery and kickback scheme.

All in violation of Title 18, United States Code, Sections 1512(c)(2) and 2.

**COUNT X**  
**(Obstruction of Justice, 18 U.S.C. §§ 1512(c)(2) and 2)**

43. The allegations contained in Paragraphs 2 through 20 and Paragraphs 35 through 40 of this Indictment are re-alleged as though fully set forth herein.

44. In or about mid-January 2005, in the District of the Virgin Islands and elsewhere, defendants

DEAN C. PLASKETT  
and  
LEROY L. MARCHENA,

aided and abetted by each other, corruptly obstructed, influenced, and impeded, and attempted to corruptly obstruct, influence, and impede an official proceeding, to wit: defendants PLASKETT and MARCHENA met with and attempted to corruptly persuade a representative and agent of Company E to create fictitious and backdated documents falsely representing that Company E had performed the work required under the *Building Permit Review Contract*, when defendants PLASKETT and MARCHENA well knew that no such work had been done, in an effort to impede and obstruct an investigation into the bribery and kickback scheme.

All in violation of Title 18, United States Code, Sections 1512(c)(2) and 2.

**COUNT XI**  
**(False Statement, 14 V.I.C. § 843(3))**

45. The allegations contained in Paragraphs 2 through 20 and Paragraphs 35 through 40 of this Indictment are re-alleged as though fully set forth herein.

46. On or about June 7, 2005, in the District of the Virgin Islands, defendant

DEAN C. PLASKETT

agreed to a voluntary, non-custodial interview conducted by agents and investigators employed by the VI-OIG regarding the award of the *EPA Incinerator and Landfill Contract*.

47. The VI-OIG was a department and agency of the USVI Government with jurisdiction over the USVI Government's investigation into the bribery and kickback scheme and to audit and investigate the operations of, and the programs and contracts administered by, the USVI Government and its departments and agencies to uncover fraud, waste, and abuse.

48. On or about June 7, 2005, in the District of the Virgins Islands, defendant

DEAN C. PLASKETT

unlawfully, knowingly, and willfully made a materially false and fraudulent statement and representation in a matter within the jurisdiction of an officer, department, board, commission, or other agency of the USVI Government; to wit: defendant PLASKETT falsely stated to investigators and agents from the VI-OIG that contract negotiations with PEC, Inc. regarding the *EPA Incinerator and Landfill Contract* were cancelled due to PEC President's inability to travel to St. Thomas in the aftermath of the September 11, 2001 attacks and that PEC, Inc.'s proposal was deemed "unresponsive," when defendant PLASKETT well knew that the contract negotiations were cancelled due to PEC President's refusal to agree to pay additional bribes and kickbacks to and for Hollis L. Griffin and defendants PLASKETT and MARC A. BIGGS.

All in violation of Title 14, Virgin Islands Code, Section 843(3).

**COUNT XII**  
**(False Statement, 14 V.I.C. § 843(3))**

49. The allegations contained in Paragraphs 2 through 20, Paragraphs 35 through 40, and Paragraph 47 of this Indictment are re-alleged as though fully set forth herein.

50. On or about June 13, 2005, in the District of the Virgin Islands, defendant

MARC A. BIGGS

agreed to a voluntary, non-custodial interview conducted by agents and investigators employed by the VI-OIG regarding the award of the *EPA Incinerator and Landfill Contract*.

51. On or about June 13, 2005, in the District of the Virgins Islands, defendant

MARC A. BIGGS

unlawfully, knowingly, and willfully made a materially false and fraudulent statement and representation in a matter within the jurisdiction of an officer, department, board, commission, or other agency of the USVI Government; to wit: defendant BIGGS falsely stated to investigators and agents from the VI-OIG that contract negotiations with PEC, Inc. regarding the *EPA Incinerator and Landfill Contract* may have been cancelled due to the composition of, and the evaluation performed by, the DPNR/DP&P Evaluation Committee, when defendant BIGGS well knew that the contract negotiations were cancelled due to PEC President's refusal to agree to pay additional bribes and kickbacks to and for Hollis L. Griffin and defendants BIGGS and DEAN C. PLASKETT.

All in violation of Title 14, Virgin Islands Code, Section 843(3).

## FORFEITURE ALLEGATIONS

52. Pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), defendants DEAN C. PLASKETT and MARC A. BIGGS, once convicted of Count I (Conspiracy to Commit Bribery Concerning Programs Receiving Federal Funds and Honest Services Mail Fraud), shall forfeit to the United States the following property:

a. Any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses.

b. A sum of money equal to the total amount of proceeds traceable to each offense for which the defendant is convicted. If more than one defendant is convicted of an offense, the defendants so convicted are jointly and severally liable for the amount involved in such offense.

53. Pursuant to Title 18, United States Code, Section 982(a)(3)(A), defendants DEAN C. PLASKETT and MARC A. BIGGS, once convicted of Counts II through IV and Counts V through VII (Bribery Concerning Programs Receiving Federal Funds), respectively, shall forfeit to the United States the following property:

a. Any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses.

b. A sum of money equal to the total amount of proceeds traceable to each offense for which the defendant is convicted. If more than one defendant is convicted of an offense, the defendants so convicted are jointly and severally liable for the amount involved in such offense.

54. Pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), defendants DEAN C. PLASKETT and LEROY L. MARCIENA, once convicted of Counts VIII through X (Conspiracy to Obstruct Justice and Obstruction of Justice), shall forfeit to the United States the following property:

a. Any property, real or personal, which constitutes or is derived from proceeds traceable to the offenses.

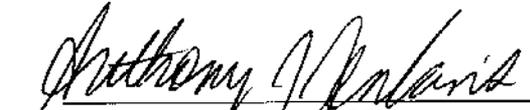
b. A sum of money equal to the total amount of proceeds traceable to each offense for which the defendant is convicted. If more than one defendant is convicted of an offense, the defendants so convicted are jointly and severally liable for the amount involved in such offense.

55. Pursuant to Title 21, United States Code, Section 853(p), defendants DEAN C. PLASKETT, MARC A. BIGGS, and LEROY L. MARCHENA shall forfeit substitute property, up to the value of the amount described in the foregoing paragraphs, if, by any act or omission of the defendant, the property described in such paragraphs, or any portion thereof, cannot be located upon the exercise of due diligence; has been transferred, sold to or deposited with a third party; has been placed beyond the jurisdiction of the court; has been substantially diminished in value; or has been commingled with other property which cannot be divided without difficulty.

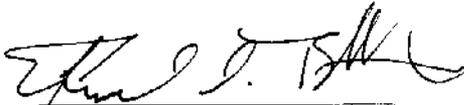
All in accordance with Title 18, United States Code, Sections 981(a)(1)(C) and 982(a)(3)(A), and Title 28, United States Code, Section 2641(c).

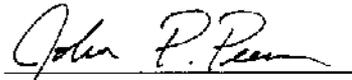
USAO No. 2005R00023  
United States and Gov't. Of Virgin Islands  
v. Plaskett et al.

The Grand Jury returned a TRUE BILL

  
ANTHONY J. JENKINS  
UNITED STATES ATTORNEY  
District of the Virgin Islands

WILLIAM M. WELCH II  
Chief  
Public Integrity Section

By:   
ARMANDO O. BONILLA  
Trial Attorney  
Public Integrity Section

By:   
JOHN P. PEARSON  
Trial Attorney  
Public Integrity Section

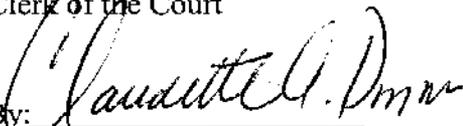
Criminal Division  
U.S. Department of Justice  
Washington, DC

DISTRICT OF THE VIRGIN ISLANDS: NOVEMBER 8, 2007

Returned into the District Court by Grand Jurors and filed.

  
U.S. MAGISTRATE JUDGE

WILFREDO F. MORALES  
Clerk of the Court

By:   
Deputy Clerk